

NO. DC-14-09151

Plaintiffs,

VS.

Defendants.

[illegible]

IN THE DISTRICT COURT

OF DALLAS COUNTY, TEXAS

JUDICIAL DISTRICT

PLAINTIFFS' ORIGINAL PETITION

COME NOW Plaintiffs Superior Air Parts, Inc., Weifang Freesky Aviation Technology Co., Ltd. and Superior Aviation Beijing Co, Ltd. and file this Original Petition complaining of Defendants Bruno Kübler, in his capacity as the insolvency administrator for Thielert Aircraft Engines GmbH, and Thielert Aircraft Engines GmbH as follows:

DISCOVERY

Discovery in this action is intended to be conducted under Level 3 in accordance with Rule 190.4 of the Texas Rules of Civil Procedure.

PARTIES

Plaintiff Superior Air Parts, Inc. (“*Superior*”) is a Texas corporation having its principal place of business in Coppell, Texas, Dallas County.

Plaintiff Weifang Freesky Aviation Technology Co., Ltd. (“**FreeSky**”) is a business entity organized under the laws of the People’s Republic of China having its principal place of business in China. FreeSky acquired the stock of Superior in or about 2009.

Plaintiff Superior Aviation Beijing Co., Ltd. (“**SAB**”) is a business entity organized under the laws of the People’s Republic of China having its principal place of business in China. SAB is the successor in interest to FreeSky with respect to Superior’s stock.

Plaintiffs Superior, FreeSky, and SAB are sometimes referred to collectively herein as “**Plaintiffs**.”

Defendant Bruno Kübler (“**Kübler**”), in his capacity as the insolvency administrator for Thielert Aircraft Engines GmbH, is an individual residing in the Republic of Germany. Kübler may be served with process by service upon the Secretary of State of Texas, P.O. Box 12079, Austin, Texas 78711-2079 pursuant to appointment of agent for service contained in the Supplier Agreement and purchase orders described herein. The Secretary of State of Texas may serve Kübler with process directed to Bruno Kübler, Ehrenhainstrasse 1, 42329 Wuppertal, Germany.

Defendant Thielert Aircraft Engines GmbH (“**TAE**”) is a business entity organized under the laws of the Republic of Germany with its principal place of business in Germany. TAE may be served with process by service upon the Secretary of State of Texas, P.O. Box 12079, Austin, Texas 78711-2079 pursuant to appointment of agent for service contained in the Supplier Agreement and purchase orders described herein. The Secretary of State of Texas may serve TAE with process directed to Luca Botica, Platanenstr. 14, 09356 St. Egidien (Lichtenstein), Germany or Luca Botica, Kübler, Aachener Straße 222, 50931 Köln, Germany.

Defendants Kübler and TAE are sometimes referred to collectively herein as “**Defendants**.”

JURISDICTION AND VENUE

This Court has subject matter jurisdiction over this case because Plaintiffs seek monetary damages within the jurisdictional limits of the Court. This Court also has jurisdiction, pursuant

to Section 65.021(a) of the Texas Civil Practice and Remedies Code, because Plaintiffs seek injunctive relief.

This Court has personal jurisdiction over Kübler and TAE as authorized by the Texas long-arm statute, Tex. Civ. Prac. & Rem. Code §§ 17.041 et seq., and the exercise of personal jurisdiction is consistent with federal and state constitutional due process guarantees. Among other things, Kübler and TAE have purposefully availed themselves of the privilege of conducting activities in Texas by seeking affirmative relief from courts in Dallas County, Texas and transacting business in Dallas County, Texas, as defined in Tex. Civ. Prac. & Rem. Code § 17.042, by contracting with Superior, a Texas resident, and such contract was expressly performable in whole or in part in Texas as described below.

Plaintiffs' causes of action, or part thereof, arose in Dallas County, Texas. Plaintiffs' causes of action are founded, in part, upon written supplier agreements and purchase orders which by their terms are expressly performable in Dallas County, Texas. Moreover, the parties to those supplier agreements and purchase orders (including TAE and Kübler) expressly consented to jurisdiction and venue in Dallas County.

FACTUAL BACKGROUND

Superior is the original equipment manufacturer and Federal Aviation Administration ("FAA") type certificate holder for an aviation gasoline ("*AV Gas*") powered piston aircraft engine ("*Vantage Engine*") and related parts. Superior is also the holder of numerous Parts Manufacturing Approvals ("*PMAs*") issued by the FAA to Superior authorizing Superior to manufacture various replacement aircraft parts for AV Gas powered piston aircraft engines originally manufactured by Lycoming Engines, a Division of Avco Corporation ("*Lycoming*") and Teledyne Technologies Incorporated a/k/a Teledyne Continental Motors ("*Continental*").

FAA regulations prohibit any person or entity from selling any aircraft part to the public unless such seller is a holder of the type certificate for that engine or a PMA for that part. Superior developed two experimental aircraft engines and holds a type certificate on what is known as the Vantage Engine. The drawings, dimensions, specifications, notes, data and information about these engines and the PMA parts designed, manufactured and sold by Superior are confidential, trade secrets and worthy of protection.

Superior obtained its PMAs at issue in this lawsuit using the Test and Computation method. To obtain such PMAs, Superior first had to invest substantial resources, time and money reverse engineering OEM parts by, among other things, measuring numerous dimensions on each part, determining the chemical composition, heat treatment and manufacturing technique of each part, and then determining the applicable tolerances for each dimension. Next, Superior had to prove to the FAA's satisfaction through testing and computations that Superior could manufacture parts that are as safe and airworthy as the OEM parts. Superior invested thousands of hours and millions of dollars in such efforts. Superior treated the design drawings and test reports (and the compilations of dimensions, notes, tolerances, methods, techniques, processes and other data and information therein) supporting its PMA applications (collectively Superior's "***Intellectual Property***") as its proprietary information and trade secrets.

Superior endeavored to use reasonable efforts to protect its Intellectual Property and keep it secret. Among other things, Superior included confidentiality clauses regarding its Intellectual Property in agreements with suppliers, Superior limited employee access to its Intellectual Property, utilized confidentiality agreements and implemented internal security controls, Superior utilized non-disclosure agreements with potential suppliers, Superior placed proprietary rights legends on its drawings, and Superior carefully limited the amount and type of information

about its Intellectual Property that was contained in overhaul manuals and other publications.

Superior's Intellectual Property at issue in this lawsuit has actual or potential value to third parties because such Intellectual Property is generally unknown to and not readily ascertainable at a reasonable cost by proper means by third parties from trade journals, reference books, or published materials.

Superior's Intellectual Property is continuously used by Superior in its business, and has substantial value to Superior because of its secrecy. If Superior's Intellectual Property were to become known to the public Superior would incur substantial damages by losing the business advantage of knowing and using Superior's Intellectual Property unknown to Superior's actual or potential competitors. Moreover, Superior's Intellectual Property would have substantial value to Superior's actual or potential competitors because, among other things, it would allow such third parties to apply for PMAs without incurring the same amount of work and financial investment as expended by Superior.

As permitted by the PMA and Type Certificate issuing authorities, a PMA or Type Certificate holder can contract with suppliers to machine or process aircraft engine parts for the holder of the PMA or Type Certificate. In such situations, the FAA considers the PMA or Type Certificate holder to be the "manufacturer" even though the suppliers actually cast, forge, machine or treat the products that become aircraft parts.

The supplier must process the products exactly according to the dimensions, tolerances, processes and notes on the design drawings and supporting documents submitted to the FAA by the holder of the PMA or Type Certificate. Any variance from such approved dimensions, tolerances, processes and notes on the design drawings and supporting documents would prevent sale to the public. Accordingly, the holders of PMAs and Type Certificates routinely entrust

copies of their design drawings and test materials to suppliers in confidence with the understanding that suppliers will machine and process products exactly to the approved designs and that such design information will be held in confidence and returned to the holder of the PMA or Type Certificate.

Superior used multiple suppliers. One such supplier was TAE.

On or about December 15, 2001, Superior entered into a supplier agreement with TAE (“*Supplier Agreement*”) performable in Dallas County, Texas. The Supplier Agreement provided for TAE to machine and sell to Superior various replacement aircraft parts for which Superior holds PMAs. All such PMAs were obtained by Superior through the Test and Computation method. Pursuant to such supplier relationship, Superior entrusted TAE in confidence with various design drawings, engineering orders, casting/forging drawings and test reports containing Superior’s Intellectual Property solely to allow for the fabrication of parts for Superior and/or the bidding on such fabrication. Attached as Exhibit A hereto is a list of approximately 362 Superior PMA parts whose FAA-approved design drawings, data and information Superior entrusted to TAE in confidence pursuant to the Supplier Agreement.

TAE agreed to maintain the confidentiality of Superior’s drawings, data, and information, and TAE agreed to return the drawings, data, and information upon termination of the Supplier Agreement:

3.02. Title. Superior shall retain title to all Superior furnished drawings, related data (whether or not maintained or stored on computer) and information supplied to TAE under this Agreement. TAE will maintain the confidentiality of all drawings, data and information supplied by Superior and will return such drawings, data and information to Superior upon termination of this Agreement.

TAE’s obligation to return Superior’s drawings, data, and information is not limited to a particular form; thus, if data or information was supplied by Superior to TAE pursuant to the Supplier Agreement, TAE is obligated to return it, regardless of whether or not TAE migrated

the data or information into a document generated by TAE or stored by TAE in an electronic model or drawing of the part.

TAE and Superior agreed that Superior's drawings, related data, and information could only be used by TAE to perform its obligations under the Supplier Agreement absent Superior's express written consent to the contrary:

3.03. Proprietary Rights Data. Superior's drawings, related data and information shall be used by TAE only for the performance of its obligations under this Agreement, unless otherwise provided in this Agreement or expressly approved by Superior in writing.

Superior gave no such written consent. Accordingly, the Supplier Agreement does not afford TAE the right to use or disclose Superior's drawings, data, and information for any purpose other than performing its obligations under the Supplier Agreement.

The Supplier Agreement provided that TAE could not even reproduce or divulge Superior's drawings, related data, and information without Superior's express written consent:

Schedule 1.02, Paragraph 12. BUYER SUPPLIED ITEMS. Superior shall retain title to all Superior furnished drawings, equipment, data and information supplied to Seller [TAE]. Seller shall be responsible for any loss or damage to the drawings, equipment, data or information supplied by Superior, reasonable wear and tear excepted. Seller will maintain the confidentiality of all such drawings, data and information and may not reproduce or divulge such information without the express written consent of Superior. Superior's drawings, equipment, data and information shall be used by Seller only for the performance of its obligations under the purchase order and Seller will return all drawings, equipment, data and information to Superior at Superior's request.

Superior gave no such written consent.

The Supplier Agreement provided that it would be construed and interpreted by and in accordance with the laws of the State of Texas. The Supplier Agreement further provided that the parties consented to and agreed to venue in Dallas County, Texas. The parties further agreed to submit to the jurisdiction of the state courts located in Dallas County, Texas, and designated the Secretary of State of Texas as their agent for service of process.

Superior placed multiple purchase orders with TAE. Each purchase order contained confidentiality provisions similar to those in the Supplier Agreement. TAE accepted without modification such purchase orders with the confidentiality terms.

TAE entered German insolvency proceedings somewhat similar to U.S. bankruptcy. Kübler was appointed as TAE's insolvency administrator, assuming the rights and obligations of TAE. In his capacity as TAE's insolvency administrator, Kübler continued to operate TAE and supply aircraft parts to Superior pursuant to the Supplier Agreement. Moreover, the Defendants entered into multiple purchase order contracts, each of which were performable in Dallas County, Texas, stipulated to jurisdiction in Texas and appointed the Secretary of State of Texas to serve as agent for service of process. The Defendants also reaffirmed the Supplier Agreement and/or agreed to be bound by its terms.

In accordance with its rights under the Supplier Agreement, Superior requested that Kübler and TAE return Superior's drawings, data or information. The Defendants initially denied possessing any of Superior's drawings, data and information, but after months of stalling the Defendants eventually returned 700 drawings created by Superior. After belatedly returning such drawings, the Defendants initially denied possessing any other Superior's drawings, data or information; however, Superior eventually learned that the Defendants possess hundreds of 3D computer assisted design ("**CAD**") models created using Superior's drawings, data and information for approximately 362 aircraft parts for which Superior holds the exclusive PMA or type certificate ("**TAE-labeled 3D CAD models**"). Superior also learned that the Defendants possess hundreds of 2D drawings likewise created using Superior's drawings, data and information for those parts ("**TAE-labeled 2D drawings**"). Superior made demand for the removal of Superior's data and information from the TAE-labeled 3D CAD models and 2D

drawings, and the return of Superior's drawings, data and information. The Defendants refused and threatened to sell the TAE-labeled 3D CAD models and 2D drawings created from Superior's Intellectual Property to Continental or another competitor of Superior.

CAUSES OF ACTION

COUNT 1 – Misappropriation of Trade Secrets

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

Superior owns certain proprietary drawings and related data and information constituting its trade secrets, including without limitation the drawings and related data and information entrusted to TAE in confidence by Superior pursuant to the Supplier Agreement and purchase orders.

The Defendants are using, selling or disclosing, or imminently threaten to use, sell or disclose, Superior's trade secrets, without Superior's consent, in violation of a confidential and/or contractual relationship with Superior, and/or after acquiring the trade secrets by improper means.

Superior has been and will continue to be injured as a result of the Defendant's misappropriation of its trade secrets. Superior sues the Defendants for misappropriation of trade secrets pursuant to the common law and The Texas Uniform Trade Secrets Act (TUTSA), Tex. Civ. Prac. & Rem. Code §§ 134A.001 *et seq.*

Superior seeks an injunction enjoining TAE and Kübler, and their agents, successors and assigns, from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings,

without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler.

COUNT 2 – Breach of Contract

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

The Supplier Agreement and purchase orders prohibit TAE, and thus Kübler, from reproducing Superior's drawings, data or information without Superior's written consent. Superior did not give such written consent. Nevertheless, TAE and Kübler reproduced Superior's drawings, data or information without Superior's written consent by creating the TAE-labeled 3D CAD models and 2D drawings using Superior's drawings, data or information. Such actions by TAE and Kübler violate the terms of the Supplier Agreement and purchase orders, and thus constituted breaches of contract for which Superior sues the Defendants.

The Supplier Agreement and purchase orders prohibited TAE, and thus Kübler, from using Superior's drawings, data or information for any purpose other than fulfilling the Supplier Agreement or purchase orders. Nevertheless, TAE and Kübler are improperly refusing to return Superior's drawings, data or information, in whatever form, including without limitation the TAE labeled 3D CAD models and 2D drawings, and now threaten to sell such TAE-labeled 3D CAD models and 2D drawings to Continental or another competitor of Superior (if they have not already done so). Such actions by TAE and Kübler violate the terms of the Supplier Agreement and purchase orders, and thus constituted breaches of contract for which Superior sues the

Defendants.

The Supplier Agreement and purchase orders require TAE, and thus Kübler, to return Superior's drawings, data or information to Superior. Superior made demand for the return of its Superior's drawings, data or information, including Superior's data and information TAE and Kübler had placed in the TAE-labeled 3D CAD models and 2D drawings by copying Superior's drawings, data or information. Nevertheless, TAE and Kübler have failed to return Superior's data and information contained in the TAE-labeled 3D CAD models and 2D drawings created using Superior's drawings, data or information. Such actions by TAE and Kübler violate the terms of the Supplier Agreement and purchase orders, and thus constitute breaches of contract for which Superior sues the Defendants.

Superior performed, tendered performance or alternatively was discharged and excused from performing all of its obligations pursuant to the Supplier Agreement and purchase orders. All conditions precedent to Superior's enforcement of the Supplier Agreement and purchase orders were performed, occurred or alternatively excused.

Superior's Intellectual Property, including the drawings, data and information entrusted to TAE in confidence, has a special, peculiar, and unique value and character and Superior would not be adequately compensated for its loss by money damages. Improper reproduction, use, disclosure or failure to return Superior's Intellectual Property will cause irreparable harm to Superior for which it has no adequate remedy at law for damages or would result in inadequate compensation. Superior comes into this Court with clean hands and the Supplier Agreement and purchase orders were fair and free from misrepresentation, misapprehension, fraud, mistake, or surprise.

Accordingly, Superior seeks an injunction enjoining TAE and Kübler, and their agents,

successors or assigns, from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler.

COUNT 3 – Breach of Fiduciary Duty

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

TAE and Kübler owe fiduciary duties to Superior because Superior entrusted its Intellectual Property to TAE in confidence in furtherance of a written contract in which TAE promised to maintain such Intellectual Property confidential, limit use of such Intellectual Property, not reproduce or divulge such Intellectual Property, and to return such Intellectual Property to Superior. Kübler assumed the rights and obligations of TAE.

In addition, the circumstances of TAE and Kübler's relationship of trust and confidence with Superior and TAE and Kübler's knowledge and course of dealing with Superior created a fiduciary duty in TAE and Kübler to Superior. Indeed, TAE and Kübler knew that Superior supplied its trade secrets to TAE in confidence and that TAE and Kübler were only allowed to use or disclose the trade secrets as necessary to perform their obligations under the Supplier Agreement. TAE and Kübler definitely knew they could not sell or disclose the trade secrets to

one of Superior's competitors.

TAE and Kübler's fiduciary duties to Superior were much like that those owed by an agent to his principal or an employee to his employer since TAE was acting merely as Superior's machine shop, no different than if it were an internal division of Superior. These fiduciary duties include the duties of care, loyalty, honest dealing, and to refrain from usurpation or self-dealing, as well as the fiduciary duties set forth in the Supplier Agreement (*see, e.g.* §§ 3.01-3.03) and purchase orders. TAE and Kübler breached these fiduciary duties by, among other things, engaging in the following acts, error or omissions:

- Failing to maintain the confidentiality of Superior's Intellectual Property by offering same for sale;
- Using Superior's Intellectual Property beyond performance of the Supplier Agreement and purchase orders;
- Selling or attempting to sell Superior's Intellectual Property to Continental or another competitor of Superior; and
- Failing to immediately return Superior's Intellectual Property, including those portions of the TAE-labeled 3D CAD models and 2D drawings containing Superior's Intellectual Property.

The foregoing acts, errors and omissions constitute breaches of the fiduciary duties owed by TAE and Kübler to Superior; such breaches reflect a conscious disregard of their duties to Superior, often clearly favoring themselves and others over the interests of Superior. No person of ordinary sound business judgment would deem it appropriate to commit the acts, errors and omissions described above.

The acts, errors and omissions described above caused or threaten to cause substantial injury and harm to Superior and/or benefit to TAE and Kübler, and were not in Superior's best interest. Such acts, errors and omissions were the proximate cause of damages to Superior for which Superior hereby sues. Superior is further entitled to recover disgorgement of all fees,

commissions and profits paid to or received by TAE or Kübler resulting from their breach of the fiduciary duties set forth above.

In addition, Superior seeks an injunction enjoining TAE and Kübler, and their agents, successors or assigns, from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler.

COUNT 4 – Conversion

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

Superior owns, possessed or had a right to possession of its drawings, data and information contained in its Intellectual Property, which constitutes personal property including confidential information and/or trade secrets.

TAE and Kübler wrongfully exercised control and dominion over Superior's drawings, data and information inconsistent with Superior's rights by improperly reproducing, divulging, using and failing to return such drawings, data and information to Superior, and any TAE-labeled 3D CAD models and 2D drawings created using Superior's drawings, data and information, in a way that departed from the conditions under which Superior entrusted its drawings, data and

information to the Defendants.

Superior made demand for the return of its Superior's drawings, data and information, including Superior's data and information in the TAE-labeled 3D CAD models and 2D drawings created using Superior's drawings, data and information. Nevertheless, TAE and Kübler failed to return to Superior its data and information contained in the TAE-labeled 3D CAD models and 2D drawings created using Superior's drawings, data or information. Such actions by TAE and Kübler constitute conversion for which Superior sues the Defendants.

Superior has no adequate remedy at law for damages or such damages would result in inadequate compensation to Superior. Accordingly, Superior seeks an injunction enjoining TAE and Kübler, and their agents, successors or assigns, from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler.

COUNT 5 – Unfair Competition by Misappropriation

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

It took a lot of time, skill, effort, and money for Superior to develop its drawings and the related data and information. Without control of these drawings and related data and information, Superior will not be able to stay in business.

The Defendants' sale or imminent threat to sell Superior's drawings and related data and information acquired by virtue of Superior's confidential relationship with TAE and Kübler will give an unfair and special advantage to Continental or other third parties that directly compete with Superior because they incurred little to no expense in developing the data and information underlying Superior's drawings, so they will be profiting at Superior's expense (*i.e.* a free ride).

Superior has suffered actual damage or loss as a result of the Defendants' unfair competitive tactics and will continue to suffer damage and loss.

Accordingly, Superior seeks an injunction enjoining TAE and Kübler, and their agents, successors or assigns, from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler.

COUNT 6 – Texas Theft Liability Act

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

Superior has a possessory right to the drawings and related data and information entrusted to TAE in confidence pursuant to the Supplier Agreement or purchase orders. These

drawings and related data and information constitute Superior's trade secrets or, at minimum, Superior's personal property.

TAE and Kübler are unlawfully appropriating and/or securing this property, or imminently threaten to unlawfully appropriate and/or secure the property, as prohibited by TEXAS PENAL CODE section 31.03 (Theft of Real or Personal Property) and section 31.05 (Theft of Trade Secrets) with the intent to deprive Superior of the property.

Superior has sustained damages as a result of Defendants' theft of Superior's property for which Superior sues the Defendants.

COUNT 7 – Unjust Enrichment

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein and alternatively pleads a cause of action for unjust enrichment as follows in this count.

The actions of TAE and Kübler have resulted in unjust enrichment to the Defendants. TAE and Kübler obtained a benefit from Superior's Intellectual Property by fraud or taking undue advantage of Superior and used, and are still using, Superior's Intellectual Property without compensating Superior for such use

Such actions have resulted in unjust enrichment to TAE and Kübler and damages to Superior for which Superior hereby sues the Defendants.

COUNT 8 – Promissory Estoppel

Superior incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein and alternatively pleads a cause of action for promissory estoppel as follows in this count.

TAE and Kübler promised Superior that they would (a) maintain the confidentiality of

Superior's Intellectual Property; (b) not reproduce Superior's Intellectual Property without Superior's written consent; (c) not divulge Superior's Intellectual Property to third parties; (d) not use Superior's Intellectual Property beyond performance of the Supplier Agreement and purchase orders; (e) not sell or attempt to sell Superior's Intellectual Property to Continental, Lycoming or another competitor of Superior; and (f) immediately return Superior's Intellectual Property, including those portions of any materials containing Superior's Intellectual Property. TAE and Kübler could have and should have foreseen that Superior would substantially rely on those promises. Superior relied to its detriment on the promises of TAE and Kübler by entrusting Superior's Intellectual Property to TAE and Kübler in confidence. TAE and Kübler breached those promises as described herein. Accordingly, TAE and Kübler are estopped to deny that they are liable for the legal fees, expert fees, expenses and other costs incurred by Superior in protecting and recovering its Intellectual Property and any damages incurred in reliance on these promises for which Superior sues the Defendants.

Accordingly, Superior seeks an injunction enjoining TAE and Kübler, and their agents, successors or assigns, from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler.

COUNT 9 – Statutory Fraud

SAB and FreeSky incorporate by reference the allegations in the preceding paragraphs as if set forth verbatim herein.

As set forth herein (*e.g.*, Counts 1-3), TAE and Kübler made false promises to Superior, including the promise that TAE and Kübler would not use Superior's drawings, related data, and information, except as provided in the Supplier Agreement, and would return such drawings, data, and information to Superior. The promises were made in the Supplier Agreement and in numerous purchase orders accepted in connection with Superior's purchase of parts from TAE and/or Kübler. These promises were made in order to induce Superior into (1) entering into the Supplier Agreement; (2) entrusting its drawings, related data, and information with TAE; (3) continuing to do business with TAE and Kübler; and (4) not demanding the earlier return of Superior's drawings, related data, and information. TAE and Kübler had no intention of fulfilling the promises to limit their use of and to return Superior's drawings, related data, and information.

Kübler, as TAE's Insolvency Administrator, was aware the falsity of TAE's promises and failed to disclose same. For example, Kübler was aware that TAE had generated the TAE-labeled 3D CAD models and 2D drawings using Superior's drawings, data and data for all Superior parts, not just the parts it machined for Superior, since Kübler and his agents (including Ms. Luca Botica) oversaw TAE's business and operated the company for several years. Kübler was also aware that TAE's manufacturing days were numbered, and eventually TAE would go into a liquidation or wind down and would no longer operate as a going concern, and thus, would have no use for the TAE-labeled 3D CAD models and 2D drawings of Superior's parts, especially as they related to parts TAE never machined for Superior, and would ultimately

attempt to sell such models and drawings.

In connection with the transaction in September 2009 whereby FreeSky¹ purchased Superior's stock, the Defendants promised to not use Superior's drawings, related data, and information other than to perform the Supplier Agreement, and they affirmatively represented that they would return Superior's information to Superior. These promises and representations were material to FreeSky and FreeSky relied on same because, as set forth herein, Superior's information is a valuable trade secret, and if the information was not kept secret and not returned by TAE and Kübler as promised, FreeSky would be deprived of the benefit of the \$7,000,000 it paid for Superior's stock. FreeSky likewise relied on TAE's and Kübler's promises to limit the use of and return Superior's information by entering into the stock transaction and in paying \$7,000,000 for Superior's stock.

TAE and Kübler also made the promises and representations that they would return Superior's information for the purpose of inducing FreeSky to purchase Superior's stock. Importantly, TAE and Kübler were in a position to directly benefit from the stock transaction's consummation in that they stood to receive (and ultimately received) \$500,000 of the \$7,000,000 paid by FreeSky for Superior's stock.

Finally, TAE and Kübler made their promises to return Superior's information with no intention of fulfilling such promises. For example, the Defendants did not return all of the data and information and drawings for the parts TAE was not manufacturing for Superior, even though the Defendants promised to do so. While the Defendants might have had a reason for keeping the information pertaining to the 48 parts TAE continued machining for Superior, the

¹ SAB is the successor in interest to FreeSky with respect to ownership of Superior's stock. Both FreeSky and SAB sue in this Count 9. The Defendants continued their promises, misrepresentations and failures to disclose throughout the ownership of both FreeSky and SAB of Superior.

Defendants had no reason for keeping Superior's drawings, data and information regarding the other approximately 314 parts. Moreover, when asked to return Superior's drawings, data and information in April of 2013, the Defendants first denied having any of Superior's drawings, data and information at all by letter dated June 3, 2013. The representation that the Defendants did not have any of Superior's drawings, data or information was false, and was intended to deceive Superior and its owners. The Defendants then stated they only had the original Superior drawings for approximately 300 Superior parts, but nothing else. That representation was false. The Defendants then had their agents try to manipulate Superior into an agreement whereby TAE and/or Kübler would have been allowed to sell anything else they had previously "set aside" as a result of Superior's inquiry, including the TAE-labeled 3D CAD models and 2D drawings of Superior's parts created almost entirely from Superior's proprietary information. The Defendants' intent was to sell Superior's information to one of Superior's competitors (*e.g.* Continental or another competitor).

SAB and FreeSky have been and will continue to be injured and suffer damage as a result of the Defendants' violations of Section 27.01 of the Texas Business and Commerce Code. SAB and FreeSky sue the Defendants for statutory fraud pursuant to Section 27.01 of the Texas Business and Commerce Code.

JURY DEMAND

Plaintiffs incorporates by reference the allegations in the preceding paragraphs as if set forth verbatim herein

Plaintiffs demand a jury trial.

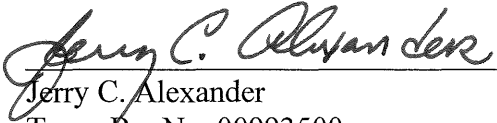
PRAYER

WHEREFORE, PREMISES CONSIDERED, Superior Air Parts, Inc., Weifang Freesky Aviation Technology Co., Ltd., and Superior Aviation Beijing Co., Ltd. pray that Defendants

Bruno Kübler, in his capacity as the insolvency administrator for Thielert Aircraft Engines GmbH, and Thielert Aircraft Engines GmbH be cited to appear and answer. Plaintiffs request that they be awarded judgment against the Defendants for the following:

- (1) An injunction to enjoin the Defendants and their agents, successors and assigns from: (a) reproducing Superior's drawings, data or information without Superior's written consent; (b) using, selling or transferring Superior's drawings, data or information, or selling or transferring any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, without first removing Superior's drawings, data or information; and (c) failing to return to Superior its drawings, data or information, and any document, program or data created using Superior's drawings, data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings, less any data or material that the Court might determine to be the sole property of TAE or Kübler;
- (2) Monetary damages;
- (3) Disgorgement of any profits paid to Defendants in connection with a sale of Superior's drawings or related data or information, including without limitation the TAE-labeled 3D CAD models and 2D drawings;
- (4) Punitive damages;
- (5) Prejudgment interest from the date first lawfully available to the date of judgment, at the highest lawful rate;
- (6) Post-judgment interest at the rate provided by law, from the date of judgment until same is paid in full;
- (7) Plaintiffs' reasonable and necessary attorney's fees pursuant to Texas Civil Practice & Remedies Code § 38.001 et seq., Texas Civil Practice & Remedies Code § 134.005(b) et seq., Texas Business & Commerce Code § 27.01(e), and the express terms of the Supplier Agreement and purchase orders;
- (8) All costs of court; and
- (9) Such further relief, both specific and general, in law or in equity, to which Plaintiffs may show themselves justly entitled.

Respectfully submitted,


Jerry C. Alexander

Texas Bar No. 00993500

James F. Adams

Texas Bar No. 00863450

Christopher A. Robison

Texas Bar No. 24035720

Passman & Jones

1201 Elm Street, Suite 2500

Dallas, TX 75270-2599

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Fax: 214-748-7949

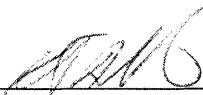
COUNSEL FOR PLAINTIFFS

VERIFICATION

STATE OF TEXAS §
DALLAS COUNTY §


Before me, the undersigned notary, on this day personally appeared Kent Abercrombie, the affiant, a person whose identity is known to me. After I administered an oath to the affiant, he testified:

"My name is Kent Abercrombie. I am the Chief Financial Officer of Superior Air Parts, Inc. ("*Superior*") and am authorized to and capable of making this verification. I read the foregoing Plaintiff's Original Petition. The facts stated in the Plaintiff's Original Petition are within my personal knowledge, my knowledge gained from Superior's business records that would be admissible at trial of this lawsuit, my knowledge of statements by representatives of Dr. Bruno Kübler ("*Kübler*") and/or Thielert Aircraft Engines GmbH ("*TAE*") and/or my knowledge from personal observation of Superior's drawings, data and information that Kübler and TAE possess and will not return, and such statements are true and correct."



Kent Abercrombie

SUBSCRIBED AND SWORN TO BEFORE ME on this 21 day of August, 2014.



Notary Public, State of Texas

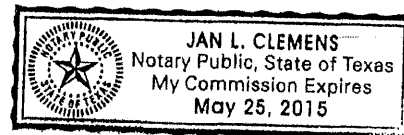


Exhibit A to Plaintiffs' Original Petition

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
1	SA10200-A1	ASSEMBLY, STUD
2	SA10202	BARREL
3	SA10203	HEAD MACHINING
4	SA10204	VALVE
5	SA10205	VALVE GUIDE
6	SA10209	VALVE GUIDE
7	SA2106	INSERT, VALVE SEAT, EXHAUST
8	SA21284	PUSH ROD HOUSING
9	SA21361	VALVE SPRING LOCK
10	SA22949	BUSHING
11	SA24026	VALVE SPRING RETAINER
12	SA24029	SPRING
13	SA24044	VALVE SPRING RETAINER
14	SA24802	VALVE KEY
15	SA350998	BUSHING, CRANKSHAFT, CWT
16	SA35967	INSERT, VALVE SEAT, EXHAUST
17	SA35971	RETAINER
18	SA401870	STUD
19	SA401893	STUD
20	SA402044	STUD
21	SA402151	STUD
22	SA47000L-A1	CYLINDER ASSEMBLY LONG REACH
23	SA47000S-A1	CYLINDER ASSEMBLY SHORT REACH
24	SA47001	CYLINDER HEAD ASSY
25	SA47005	HEAD MACHINING
26	SA47006L-A1	CYLINDER STUD ASSEMBLY, LONG R
27	SA47006S-A1	CYLINDER STUD ASSEMBLY, SHORT
28	SA47030	BARREL MACHINED 470
29	SA52000-A1	CYLINDER ASSEMBLY
30	SA52001	520 HEAD MACHINING, INVESTMENT
31	SA52005	520 HEAD MACHINING, STANDARD
32	SA52006 RWK	520 REWORK
33	SA52006-A1	CYLINDER STUD ASSEMBLY
34	SA52030	BARREL MACHINED 520
35	SA524818	PIPE PLUG
36	SA530830	PISTON PIN ASSY
37	SA530851	BODY, HYD. LIFTER
38	SA535661	CAMSHAFT
39	SA537882	CAM LIFT AND TIMING
40	SA539467	PISTON PIN ASSY
41	SA539988	VALVE
42	SA55000-A1	CYLINDER STUD ASSEMBLY
43	SA55006-A1	CYLINDER STUD ASSEMBLY
44	SA55030	BARREL
45	SA625393	VALVE SPRING RETAINER

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
46	SA625957	SPRING
47	SA625958	SPRING
48	SA625961	VALVE SPRING SEAT
49	SA628975	BUSHING, CRANKSHAFT, CWT
50	SA629117	ROTOCOIL
51	SA629518	PIPE PLUG
52	SA629690	PISTON PIN ASSY
53	SA630046	PISTON PIN ASSY
54	SA630591	INSERT, VALVE SEAT, INTAKE
55	SA632092	EXPANSION PLUG
56	SA636242	VALVE GUIDE
57	SA638125	CAPTIVE LOCKING STUD
58	SA639193	BUSHING, CRANKSHAFT, CWT
59	SA640482	CAPTIVE LOCKING STUD
60	SA641792	VALVE
61	SA641793	INSERT, VALVE SEAT, INTAKE
62	SA641931	BOLT, CRANKCASE, THRU
63	SA643789	GUIDE, VALVE, INTAKE
64	SA643873	VALVE
65	SA646985	SEAL, GREEN
66	SA649520	CAMSHAFT
67	SA649520-A3	ASSEMBLY CAMSHAFT
68	SA65000-A1	STUD ASSY A65
69	SA65001	HEAD, CYLINDER
70	SA65030	BARREL
71	SA65140	VALVE
72	SA65150	INSERT, VALVE SEAT, INTAKE
73	SA65160	VALVE
74	SA65170	INSERT, VALVE SEAT, EXHAUST
75	SA652984	SHAFT, ROCKER
76	SA654441	VALVE SPRING
77	SA654442	VALVE SPRING
78	SAC10203	CASTING HEAD O-200
79	SAC52001	CASTING HEAD 520 STANDARD
80	SAF10202	FORGING, BARREL, O-200
81	SAF36030	FORGING, BARREL, O-235
82	SL02G21382	NIPPLE GAGE
83	SL10077	VALVE SPRING SEAT
84	SL10207A	PISTON, 8.80:1
85	SL10302-A1	STUD ASSY 235 L2C
86	SL10303-A1	STUD ASSY 235 C
87	SL10311	HEAD MACHINING
88	SL10450	CYLINDER FIN STABILIZER
89	SL10451	CYLINDER FIN STABILIZER
90	SL10452	CYLINDER FIN STABILIZER
91	SL10545	PISTON, 7.30:1
92	SL1102	PIPE PLUG

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
93	SL11485	TUBE, SHROUD
94	SL11626	VALVE GUIDE
95	SL11750	CONNECTING ROD ASSEMBLY
96	SL11750-1	CONNECTING ROD SUB-ASSEMBLY
97	SL11775	PLUG
98	SL11795	SPRING
99	SL11796	SPRING
100	SL11797	VALVE SPRING
101	SL11800	VALVE SPRING
102	SL11900	INSERT, VALVE SEAT, INTAKE
103	SL11901	INTAKE VALVE
104	SL12186	NUT-HEX
105	SL12545	PLUG, OIL SCREEN
106	SL12596	BOLT, CONNECTING ROD
107	SL12688	INSERT, VALVE SEAT, INTAKE
108	SL13212A	BEARING
109	SL13321	VALVE SPRING SEAT
110	SL13322	VALVE SPRING SEAT
111	SL13323	VALVE SPRING SEAT
112	SL13444	PISTON PIN ASSY
113	SL13444-1	PISTON PIN ASSY
114	SL13445	PISTON PIN
115	SL13521A	BEARING
116	SL13622	VALVE SPRING SEAT
117	SL13793	STUD
118	SL13884A	BEARING
119	SL13923A	BUSHING, CONNECTING ROD
120	SL14780	GAGE ASSY, OIL LEVEL
121	SL14820	SNAP RING
122	SL14W21696	COUNTERWEIGHT ROLLER
123	SL15314	VALVE
124	SL15B21319	PUSHROD CUP
125	SL15F19957	PUSH ROD ASSY
126	SL16475	VALVE SPRING SEAT
127	SL16511	CAMSHAFT
128	SL16511-1	CAMSHAFT PROFILE
129	SL16699	INSERT, VALVE SEAT, EXHAUST
130	SL16711A	BEARING
131	SL16740A	INTAKE VALVE
132	SL17F21187	ROCKER ARM
133	SL17F21188	ROCKER ARM
134	SL18667	PIN, TACH DRIVE
135	SL18790	ROCKER ARM
136	SL18815	PROP FLANGE BUSHING
137	SL18816	PROP FLANGE BUSHING
138	SL18817	PROP FLANGE BUSHING
139	SL18818	PROP FLANGE BUSHING

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
140	SL18819	PROP FLANGE BUSHING
141	SL18840	CAMSHAFT
142	SL18840-1	CAMSHAFT PROFILE
143	SL18840-2	CAMSHAFT
144	SL18840-3	CAMSHAFT PROFILE
145	SL18843	CAMSHAFT ASSY
146	SL18843-2	CAMSHAFT FRONT MNT PROP GOV
147	SL18921	PROP FLANGE BUSHING
148	SL18922	PROP FLANGE BUSHING
149	SL19001A	VALVE
150	SL19034	EXHAUST VALVE
151	SL19227	COUNTERWEIGHT ASSY
152	SL19227-1	COUNTERWEIGHT FOR SL36650-A1
153	SL19332-1	CONNECTING ROD SUB-ASSY
154	SL19340-1	CAMSHAFT PROFILE
155	SL19340-2	CAMSHAFT
156	SL19340-3	CAMSHAFT PROFILE
157	SL23530	BARREL
158	SL25C	STUD
159	SL31C-12	STUD, 5/16 IN DIA, COARSE THRD
160	SL32000N-A1	STUD ASSY 320
161	SL32000NA-A1	STUD ASSY 320N ND SPOT FACED
162	SL32000W-A1	STUD ASSY 320
163	SL32000WH-A1	STUD ASSY 320 76 SERIES
164	SL32000WL-A1	STUD ASSY 320 WIDE LONG
165	SL32006N-A1	CYLINDER STUD ASSY
166	SL32006NA-A1	CYLINDER STUD ASSY
167	SL32006W-A1	CYLINDER STUD ASSY
168	SL32033	BARREL
169	SL32033N	BARREL
170	SL32500	CRANKSHAFT MACHINING
171	SL32500-A1	CRANKSHAFT ASSEMBLY 320
172	SL36000N-A1	STUD ASSY 360
173	SL36000NL-A1	STUD ASSY 360 NARROW LONG
174	SL36000TW-A1	STUD ASSY 360 THIN WIDE
175	SL36000TWL-A1	STUD ASSY 360 THIN WIDE LONG
176	SL36000W-A1	STUD ASSY 360
177	SL36000WH-A1	STUD ASSY 360 76 SERIES
178	SL36000WL-A1	STUD ASSY 360
179	SL36001	HEAD MACHINING, INVESTMENT
180	SL36005	HEAD MACHINING
181	SL36006	CYLINDER ASSY MASTER DRAWING
182	SL36006N-A1	CYLINDER STUD ASSY
183	SL36006W	CYLINDER ASSY BUILD UP
184	SL36006W-A1	CYLINDER STUD ASSY
185	SL36033	BARREL MACHINED 360W NAT CHOKE
186	SL36033N	BARREL

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
187	SL36033TW	BARREL
188	SL36100WLC-A1	CYLINDER ASSY
189	SL36100WSC-A1	STUD ASSY ANGLE VALVE 361
190	SL36101	360 HEAD MACHINING, ANGLE VALVE
191	SL36101S	HEAD MACHINING
192	SL36400	CRANKSHAFT MACHINING SOLID
193	SL36500	CRANKSHAFT MACHINING
194	SL36500-A1	CRANKSHAFT SUB-ASSY CONST SPD
195	SL36550	CRANKSHAFT MACHINING
196	SL36550-A1	CRANKSHAFT ASSY THIN WALL CNTR
197	SL36600	CRANKSHAFT MACHINING
198	SL36600-A1	CRANKSHAFT ASSY HEAVY WALL
199	SL36650	CRANKSHAFT MACHINING
200	SL36650-A1	CRANKSHAFT SUB-ASSY CNTR WTD
201	SL36800	CRANKCASE MACHINING
202	SL36800-R1	CRANKCASE ASSY WD/#1 MNT, ROLLER
203	SL36800-W1	CRANKCASE ASSY,WD /W #1 MOUNT
204	SL36850	CRANKCASE MACHINING
205	SL36850-R1	CRANKCASE ASSY WD/#1 MNT, ROLLER
206	SL36850-W1	CRANKCASE ASSY,WD /W #1 MOUNT
207	SL38	STUD
208	SL383-B	NUT-HEX
209	SL38D	STUD
210	SL50	STUD
211	SL54001	CYLINDER HEAD
212	SL54002-A1	CYLINDER ASSEMBLY
213	SL54002NLC-A1	CYLINDER ASSEMBLY
214	SL60009	VALVE KEY
215	SL60430	COVER, VACUUM PUMP
216	SL60803	STRAP
217	SL61098	ADAPTER, VACUUM PUMP
218	SL61174A	SHAFT, DRIVE, OIL PUMP
219	SL61510	PLUG
220	SL61544	PLUNGER, FUEL PUMP
221	SL61618A	VALVE GUIDE
222	SL62388	ROTO CAP
223	SL62415	PLUNGER, OIL COOLER
224	SL65441	VALVE SPRING SEAT
225	SL66610	BUSHING, ROCKER SHAFT
226	SL66670	BUSHING, ROCKER SHAFT
227	SL66728	WASHER
228	SL68317	PROP DRIVE GEAR
229	SL68484	TUBE, PROPELLER OIL
230	SL68317	GEARSHAFT, PROP GOVERNOR
231	SL68795	VALVE COVER
232	SL69106	COVER, GOVERNOR DRIVE ADAPTER
233	SL69532	VALVE SPRING SEAT

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
234	SL69796	DOWEL
235	SL71105	TAPPET BODY
236	SL71140	FITTING, BREATHER
237	SL71894A	INSERT, VALVE SEAT, EXHAUST
238	SL71895A	VALVE SEAT
239	SL71903A	BUSHING
240	SL71907A	COUNTERWEIGHT WASHER
241	SL72050	LOCK, VALVE SPRING RETAINER
242	SL72057A	VALVE SEAT
243	SL72058A	VALVE SEAT
244	SL72072	OIL TUBE
245	SL72073	OIL TUBE
246	SL72155	PROP FLANGE BUSHING
247	SL72255	SHROUD TUBE
248	SL72343	STABILIZER
249	SL72344	STABILIZER
250	SL72378	COVER, GOVERNOR DRIVE
251	SL72626A	ROCKER SHAFT
252	SL72797	COUNTERWEIGHT ROLLER
253	SL72877	BODY, HYD.
254	SL72877A	BODY, HYD.
255	SL73161	SPACER, INJECTOR
256	SL73207	OIL TUBE
257	SL73249	WASHER, THRUST
258	SL73250	WASHER, THRUST
259	SL73251	WASHER, THRUST
260	SL73252	WASHER, THRUST
261	SL73810	BUSHING, CRANKCASE, CWT
262	SL73857A	PISTON RING
263	SL73938	VALVE
264	SL74230A	VALVE GUIDE
265	SL74241A	PISTON RING
266	SL74637	BUSHING, VALVE ROCKER
267	SL74710	TUBE, OIL
268	SL74711	PLUG
269	SL74887	SPACER
270	SL74996	GEAR AND BUSHING ASSY
271	SL75060	BOLT, ROD
272	SL75061	BOLT, ROD
273	SL75089A	PISTON
274	SL75154	STUD
275	SL75545-1	PROP GOVERNOR ADAPTER
276	SL75545-2	PROP GOVERNOR ADAPTER
277	SL75656	PROP FLANGE BUSHING
278	SL75657	PROP FLANGE BUSHING
279	SL75706	CAMSHAFT
280	SL75706-1	LOBE PROFILE

Item	Part Number	Part Description
281	SL75767	TUBE, OIL LEVEL
282	SL75838A	VALVE GUIDE
283	SL76118	SPACER
284	SL76121	TACH DRIVE ASSY
285	SL76220	THRU BOLT
286	SL77450	CONNECTING ROD ASSEMBLY
287	SL77450-1	CONNECTING ROD SMALL/NARROW
288	SL78027	BOLT, CONNECTING ROD
289	SL78030	CONNECTING ROD ASSEMBLY
290	SL78030-1	CONNECTING ROD SUB-ASSEMBLY
291	SL78290	PLUNGER ASS'Y
292	SL78290A	PLUNGER ASS'Y
293	SL78915	OIL SUMP ASSY
294	SL78915-1	OIL SUMP MACHINING
295	SLC078915	OIL SUMP CASTING
296	SLC20049	CASTING, CRANKCASE (L), 360
297	SLC20050	CASTING, CRANKCASE (r), 360
298	SLC20051	CASTING, CRANKCASE (L), F.M.P.G
299	SLC20052	CASTING, CRANKCASE, (R) F.M.P.G
300	SLC36005	CASTING HEAD 360 STANDARD
301	SLC36101	CASTING HEAD 360 ANGLE HEAD
302	SLF10207	FORGING
303	SLF17F21188	ROCKER ARM FORGING
304	SLF18790	ROCKER ARM FORGING
305	SLF36030	SLF36030 FORGING
306	SLF36500	CRANKSHAFT FORGING (360)
307	SLF36550	CRANKSHAFT FORGING (360 C/W)
308	SLF36700	CONNECTING ROD FORGING
309	SL-STD-1065	DOWEL, STEPPED
310	SL-STD-1066	DOWEL
311	SL-STD-1211	EXPANSION PLUG
312	SL-STD-1411	NUT-HEX
313	SL-STD-1623	HELICOIL
314	SL-STD-1872	HELICOIL
315	SL-STD-2090	NUT-HEX
316	SL-STD-33	WASHER
317	SL-STD-514	DOWEL
318	SL-STD-557	DOWEL
319	SL-STD-700	ELBOW
320	SL-STD-8	WASHER
321	SL-STD-1066	DOWEL
322	SV00001	TC ENGINE ASSY MASTER DRAWING
323	SV18800	CAMSHAFT
324	SV18800-2	CAMSHAFT SUB ASSEMBLY
325	SV18803	CAMSHAFT ASSEMBLY-400/10:1 CR
326	SV18803-2	CAMSHAFT, ROLLER LIFTER, FPG
327	SV18805	CAMSHAFT ASSEMBLY-361&400/8.5

DRAWINGS FORWARDED TO TAE

Item	Part Number	Part Description
328	SV18805-2	CAMSHAFT, ROLLER LIFTER,FPG
329	SV40001	STUD ASSY, CYLINDER, 400
330	SV40001 MOD	
331	SV40006	VALVE ASSY ANGLE VALVE 400
332	SV40006-A1	STUD ASSY, CYLINDER, 400
333	SV40006-A2	VALVE ASSY ANGLE VALVE 400
334	SV40033	BARREL MACHINING
335	SV40450	CONNECTING ROD ANGLED
336	SV40450-1	CONNECTING ROD, SUB ASSEMBLY
337	SV40650	CRANKSHAFT ASSY CNTR WT,400
338	SV40650-A1	CRANKSHAFT ASSY CNTR WT,400
339	SV40850	CRANKCASE SUB ASSY
340	SV40851	BUSHING
341	SV72800	ROLLER LIFTER
342	SV72800-1	ROLLER LIFTER BODY
343	SV72800-10	NEEDLE BEARING
344	SV72800-11	PIN
345	SV72800-2	SHIM
346	SV72800-5	PUSHROD CUP
347	SV72805-2	ROLLER LIFTER ASSY
348	SV78945-1	COLD AIR INTAKE PIPE ASSY
349	SV78946-1	COLD AIR INTAKE PIPE ASSY
350	SV90842-1	ROD BOLT 400 SERIES
351	SV912	SCREW SHORT FINE ROLLER LIFTER
352	SV913	SCREW SHORT COARSE ROLLER LIFT
353	SVF40033	BARREL FORGING
354	SX20049	CRANKCASE MACHINING
355	SX20050	CRANKCASE MACHINING
356	SX36800	CRANKCASE ASSY
357	SX36800-R1	CRANKCSE ASSY WD/#1 MNT, ROLLER
358	SX36800-R2	CRANKCSE ASSY WD/#2 MNT, ROLLER
359	SX36800-R3	CRANKCSE ASSY WD/#3 MNT, ROLLER
360	SX36850	CRANKCASE ASSY FRONT MOUNT
361	SX40850	CRANKCASE ASSY
362	SX72805-1	ROLLER LIFTER BODY